

Exhibit 1

Introduction:

AWP Reimbursement: Why it's important, how it is calculated, and what that means in terms of reimbursement from the third party payors to the managed care organizations.

Why "Multi-dose to Unit-dose" Albuterol Conversion makes good business sense for the Customer Base.

The dramatic effect the conversion has in "Real Dollars" yielding significant gain to the bottom line profit of the targeted accounts.

DEPOSITION
EXHIBIT

460

Galles 2/6/03 CV

UNIT DOSE WORKSHEET

CONFIDENTIAL
DL-TX-0090876



"ALBUTEROL"

MULTI-DOSE WORKSHEET

AWP = \$ 12.50/20 ML BOTTLE

COST = \$ 5.75/20 ML BOTTLE

REIMBURSEMENT = AWP - _____

REIMBURSEMENT = _____ / 20 ML BOTTLE (40X.05mL)

_____ **REIMBURSEMENT PER DRUG**

_____ **REIMBURSEMENT PER SALINE**

_____ **TOTAL REIMBURSEMENT**

COST= _____ /20 ML BOTTLE (40 X .05 mL)

_____ **DRUG COST**

_____ **SALINE COST**

_____ **TOTAL COST**

ANNUAL= _____ # TX'S PER MEMBER PER YEAR
(4 x 30 x 12)

_____ **TOTAL REIMBURSEMENT PER**
MEMBER PER YEAR

_____ **TOTAL COST PER MEMBER PER**
YEAR

PROFIT= _____ PROFIT PER PATIENT PER YEAR

ANSWERS FOR PRESENTATION "ALBUTEROL"

MULTI-DOSE WORKSHEET

AWP = \$ 12.50/20 ML BOTTLE

COST = \$ 5.75/20 ML BOTTLE

REIMBURSEMENT = AWP - 30%

REIMBURSEMENT = \$ 8.75 / 20 ML BOTTLE (40X.05mL)

.22 REIMBURSEMENT PER DRUG DOSE

-0- REIMBURSEMENT PER SALINE

\$ 8.75 TOTAL REIMBURSEMENT

COST= \$ 5.75 /20 ML BOTTLE (40 X .05 mL)

.14 DRUG COST PER DOSE

.06 SALINE COST PER DOSE

.20 TOTAL COST PER TREATMENT

**ANNUAL= 1,440 # TX'S PER MEMBER PER YEAR
(4 x 30 x 12)**

**\$ 316.80 TOTAL REIMBURSEMENT PER
MEMBER PER YEAR**

**\$ 288.00 TOTAL COST PER MEMBER PER
YEAR**

PROFIT= \$ 28.80 PROFIT PER PATIENT PER YEAR

ANSWERS FOR PRESENTATION "ALBUTEROL"

UNIT DOSE WORKSHEET

AWP = \$ 30.25 (25 vials per carton) = \$1.21 per dose
 REIMBURSEMENT = AWP - 30% = \$ 21.18 = .85 per tx
 25

COST = \$ _____ per carton

REIMBURSEMENT = \$ 21.18 Carton of 25 vials
.85 REIMBURSEMENT PER DRUG DOSE
n/a REIMBURSEMENT PER SALINE
\$ 21.18 TOTAL REIMBURSEMENT

COST= \$ 11.00 Carton of 25 vials
.44 DRUG COST PER DOSE
n/a SALINE COST PER DOSE
.44 TOTAL COST PER TREATMENT

ANNUAL= 1,440 # TX'S PER MEMBER PER YEAR
 (4 x 30 x 12)
\$ 1,224.00 TOTAL REIMBURSEMENT PER
 MEMBER PER YEAR (1,440 x .85)
\$ 633.60 TOTAL COST PER MEMBER PER
 YEAR (1,440 x .44)

PROFIT= \$ 590.40 PROFIT PER PATIENT PER YEAR

GAIN in PROFIT= \$ 561.60 Profit Analysis
 (UD profit - MD profit)
 590.40 - 28.80 =

Exhibit 2

REIMBURSEMENT COI ARISON WORKSHEET

ALBUTEROL MULTIDOSE BOTTLES: 20 ML

DEY UNIT-DOSE ALBUTEROL

EXAMPLE:

YOUR PLAN/STORE:

AWP = \$12.50 PER 20 ML BOTTLE

COST = \$5.75

REIMBURSEMENT/ BOTTLE = AWP - 30% = \$8.75

ASSUMES 40 TREATMENTS PER BOTTLE

REIMBURSEMENTS:

ALBUTEROL REIMBURSEMENT PER TX = (\$8.75/40) =

SALINE REIMBURSEMENT PER TX =

TOTAL REIMBURSEMENT PER TX =

\$0.22

\$0.00

\$0.22

(A)

COSTS:

ALBUTEROL COST PER TX (\$5.75/40)=

SALINE COST PER TX =

TOTAL COST PER TX =

\$0.14

\$0.06

\$0.20

(B)

ANNUALIZED PER PATIENT:

TREATMENTS (4 TX/DAY x 30 DAYS x 12 MONTHS) =

1440

1440

(C)

TOTAL REIMBURSEMENT (\$0.22 x 1440) =

\$316.80

(A x C)

TOTAL COST(\$0.20 x 1440) =

\$288.00

(B x C)

MULTIDOSE ESTIMATED PROFIT =

\$28.80

(D)

AWP = \$30.25/25 VIALS PER CARTON

COST PER CARTON =

REIMBURSEMENT = AWP - 30% = \$21.18

REIMBURSEMENT PER TX (\$21.18/25) =

\$0.85

(F)

COST PER TX (\$ /25)=

(E)

\$

(G)

ANNUALIZED PER PATIENT:

TREATMENTS (4 TX/DAY x 30 DAYS x 12 MONTHS) =

1440

(H)

TOTAL REIMBURSEMENT(\$0.85 x 1440) =

\$1,224.00

(F x H)

TOTAL COST(\$ per TX x 1440) =

-

(G)

(G x H)

DEY UNIT-DOSE ESTIMATED PROFIT =

=

(I)

GAIN IN PROFIT WITH DEY UNIT-DOSE SUBSTITUTION:

DL-TX 0076254

YOUR PLAN/STORE:

\$

(H-I)

DEPOSITION
EXHIBIT
461

Gallies 2/6/03 cv

Exhibit 3

(Pages 2 - 23 and 27 - 83 are omitted from this document)



**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

In re: PHARMACEUTICAL INDUSTRY)	
AVERAGE WHOLESALE PRICE)	
LITIGATION)	MDL No. 1456
_____)	Civil Action No. 01-12257-PBS
)	
THIS DOCUMENT RELATES TO:)	Hon. Patti B. Saris
)	
<i>United States of America ex rel. Ven-a-</i>)	
<i>Care of the Florida Keys, Inc., et al. v.</i>)	
<i>Dey, Inc., et al, Civil Action No. 05-</i>)	
<i>11084-PBS</i>)	

**DEFENDANTS DEY, INC., DEY L.P., INC., AND DEY, L.P.'S RESPONSES
AND OBJECTIONS TO PLAINTIFFS' FIRST SET OF INTERROGATORIES
TO DEFENDANTS DEY, INC., DEY L.P., INC. AND DEY, L.P.**

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure and Local Rules 26.5 and 33.1 of the Local Rules of the United States District Court for the District of Massachusetts, Defendants Dey, Inc., Dey L.P., and Dey, L.P., Inc. (collectively, "Dey") assert the following responses and objections to Plaintiffs' First Set of Interrogatories to Defendants Dey, Inc., Dey L.P., Inc., and Dey, L.P. (the "Interrogatories"), dated May 6, 2008, and propounded by Plaintiffs the United States of America and Ven-A-Care of the Florida Keys, Inc. ("Ven-A-Care") (collectively, "Plaintiffs"), as follows:

GENERAL OBJECTIONS AND RESERVATION OF RIGHTS

1. Where Dey states herein that it will provide or produce information or documents in accordance with the Federal Rules of Civil Procedure, it will produce such information or documents subject to the Protective Order, dated June 22, 2007.
2. Dey objects to the Interrogatories to the extent they seek information or the production of data or documents containing trade secrets, confidential or proprietary information, including, without limitation, customer identities, customer pricing, customer

includes documents that are protected by the attorney-client privilege, the work product doctrine, or any other applicable doctrine or privilege. Dey further objects to this Interrogatory to the extent that it incorrectly assumes that Dey had created its own definition of AWP. Dey further objects to this Interrogatory as unduly burdensome to the extent it seeks information regarding the use of AWP by presently unknown and unspecified multiple present and former employees over a period of more than eleven years. Dey further objects to this Interrogatory to the extent that the term AWP is not defined in statutes or regulations. Dey objects to this Interrogatory to the extent it contains subparts which exceed the limit of Interrogatories set forth in the Federal Rules of Civil Procedure.

INTERROGATORY NO. 4

Did any of Your employees or representatives ever use the Spread or potential profit margins on Your Pharmaceuticals when selling or marketing those Pharmaceuticals? If so, *identify*:

- a. each such person, and
- b. all *documents* concerning such practices.

DEY'S RESPONSE AND OBJECTIONS

Dey incorporates its Responses and Objections to Interrogatory Nos. 1 and 2.

Dey further states that, during the Relevant Time Period, reimbursement under all State Medicaid programs and the Medicare program has typically had a spread between the cost of the drug paid by the provider and the reimbursement amount. Until the mid-1990s, it is Dey's understanding that it was not unusual for sales people, when speaking to customers, to compare their spreads with those of their competitors. Beginning in the late 1990s, as a result of litigation, government investigations and the OIG Compliance Program Guidance for Pharmaceutical Manufacturing issued in 2003, Dey's understanding is that the industry became sensitive to this practice and it largely stopped.

In Dey's case, certain documents suggest that on isolated occasions, some of Dey's sales representatives discussed the term "spread" and the elements that third-party medical benefit payors employed to create a "spread," with certain customers with respect to some of the Subject Drugs. Dey further states that certain documents suggest that for a short period of time in the mid-1990s, certain of its sales representatives used forms from which providers could enter reimbursement rates and costs for one of Dey's albuterol products and calculate an "estimated profit" based on reimbursement from third-party medical benefit payors for that product. There is no evidence that Dey actually made any sales as a result of this worksheet. There is no evidence that Dey's sales representatives used a similar document to compare any of Dey's other products at issue in this action to a competitor's products; specifically, there is no evidence that Dey's sales representatives used a reimbursement comparison worksheet with respect to Dey's albuterol multi-dose, albuterol syrup, albuterol multi-dose inhaler, ipratropium bromide, or cromolyn sodium. The documents referenced herein are contained in Dey's prior productions.

Dey makes its above response subject to and without waiving the foregoing general objections and the following specific objections. Dey objects to this Interrogatory on the grounds that it is vague, ambiguous, overbroad, and unduly burdensome. Dey further objects to this Interrogatory on the grounds that it contains terms that are themselves vague, ambiguous, overbroad, or undefined, including "employees or representatives" and "potential profit margins." Dey objects to this Interrogatory as overbroad in that it is not limited to the Subject Drugs, seeks information outside the relevant limitations period, and outside the scope of the allegations in the Complaint. Dey further objects to this Interrogatory as unduly burdensome because it seeks information regarding the conduct of presently unknown and unspecified multiple present and former employees. Dey objects to this Interrogatory to the extent it contains

subparts which exceed the limit of Interrogatories set forth in the Federal Rules of Civil Procedure.

INTERROGATORY NO. 5

Did You ever instruct any employee or representative of Dey not to use the Spread or potential profit margins on Your Pharmaceuticals when selling or marketing those Pharmaceuticals? If so, *identify*:

- a. each Dey employee or representative who gave such instruction,
- b. all Dey employees and representatives who were so instructed,
- c. the date and content of such instruction, and
- d. each *document* concerning such instruction.

DEY'S RESPONSE AND OBJECTIONS

Dey incorporates its Responses and Objections to Interrogatory Nos. 1, 2 and 4 herein. Dey further states that it implemented a compliance program soon after the OIG Compliance Program Guidance for Pharmaceutical Manufacturing was issued in 2003. As part of Dey's compliance program, Dey's sales and marketing representatives are instructed not to discuss third party payor reimbursement with customers. Dey agrees to produce its compliance manual which reflects the above instructions.

Dey makes its above response subject to and without waiving the foregoing general objections and the following specific objections. Dey objects to this Interrogatory on the grounds that it is vague, ambiguous, overbroad, and unduly burdensome. Dey further objects to this Interrogatory on the grounds that it contains terms that are themselves vague, ambiguous, overbroad, or undefined, including "employee or representative" and "potential profit margins." Dey objects to this Interrogatory as overbroad in that it is not limited to the Subject Drugs, seeks information outside the relevant limitations period, and outside the scope of the allegations in the Complaint. Dey further objects to this Interrogatory to the extent it includes documents that are protected by the attorney-client privilege, the work product doctrine, or any other applicable

set forth in the Federal Rules of Civil Procedure.

Dated: June 19, 2008

Respectfully submitted,

KELLEY DRYE & WARREN LLP

By: /s/ Antonia F. Giuliana

Paul F. Doyle (BBO # 133460)

Sarah L. Reid

Neil Merkl

Antonia F. Giuliana

101 Park Avenue

New York, NY 10178

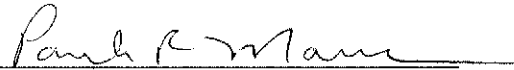
Telephone: (212) 808-7800

Facsimile: (212) 808-7897

*Counsel for Defendant Dey, Inc.,
Dey L.P., Inc. and Dey, L.P.*

VERIFICATION

I, PAMELA R. MARRS, having first been duly sworn, hereby state that I am the Senior Vice-President and Chief Financial Officer of Dey, Inc, and am authorized by Dey, L.P. to verify the foregoing. I have read the foregoing **DEY, INC. AND DEY, L.P.'S RESPONSES AND OBJECTIONS TO PLAINTIFFS' FIRST SET OF INTERROGATORIES TO DEFENDANTS DEY, INC., DEY, L.P., and DEY L.P., INC.** and verify that the information contained in response to the foregoing interrogatories is true and correct to my best knowledge, information and belief.



Pamela R. Marrs
Senior Vice-President and Chief Financial Officer
of Dey, Inc.
2751 Napa Valley Corporate Drive
Napa, California 94558

~~Dated: June __, 2008~~

See Attached

~~Sworn to and Subscribed Before me this
__ day of June 2008~~

CALIFORNIA JURAT WITH AFFIANT STATEMENT

- ☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–5 to be completed only by document signer[s], *not* Notary)

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

Signature of Document Signer No. 1 _____ Signature of Document Signer No. 2 (if any) _____

State of California

County of NAPA

Subscribed and sworn to (or affirmed) before me on this

10th day of June, 2008, by
Date Month Year

(1) Pamela R. Marrs
Name of Signer

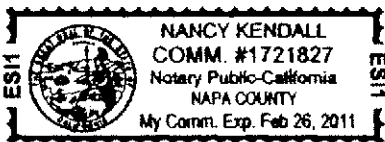
proved to me on the basis of satisfactory evidence
to be the person who appeared before me (.) (✓)

(and

(2) NONE
Name of Signer

proved to me on the basis of satisfactory evidence
to be the person who appeared before me.)

Signature Nancy Kendall
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

*Though the information below is not required by law, it may prove
valuable to persons relying on the document and could prevent
fraudulent removal and reattachment of this form to another document*

Further Description of Any Attached Document

Title or Type of Document Verification

Document Date _____ Number of Pages: _____

Signer(s) Other Than Named Above: None

**RIGHT THUMBPRINT
OF SIGNER #1**
Top of thumb here

**RIGHT THUMBPRINT
OF SIGNER #2**
Top of thumb here

CERTIFICATE OF SERVICE

I hereby certify that I have this day caused a copy of the above "Dey, Inc., Dey L.P., and Dey L.P., Inc.'s Responses and Objections to Plaintiffs' First Set of Interrogatories to Defendants Dey, Inc., Dey L.P., and Dey, L.P., Inc." to be served on all counsel of record via electronic service pursuant to Paragraph 11 of Case Management Order No. 2 by sending a copy to LexisNexis File & Serve for posting and notification to all parties.

Dated: June 23, 2008

/s/ Antonia F. Giuliana

Exhibit 4

ACCOUNT CALL RECORD

Data Entry

TERR:

17

ACCOUNT NAME:

Safeway Pharmacy

DATE:

11/14/94

CITY

Aurora

STATE

CO

KEY PEOPLE SEEN (NAME):

1 John Laughlin

(TITLE):

Pharmacy Manager

2

3

4

RECAP OF VISIT:

Whitmire

Will look into getting the Albuterol and Cromolyn in stock providing the spread of the generic is greater then the brand name.

FOLLOW UP:

Reinforce the cost savings and the benefits his customer will get. Establish a rapport with him and get to order in some of our products.

ACCOUNT CALL RECORD

No Data Entry

TERR:

17

ACCOUNT NAME:

King Soopers

DATE:

11/29/94

CITY

Colorado Springs

STATE

CO

KEY PEOPLE SEEN (NAME):**(TITLE):**

1 Tim Lewis

2

3

4

RECAP OF VISIT:

Payton

Our UD Albuterol price is higher then what he is currently using and he needs to have a better spread before he can dispense our product. The Cromolyn he can use but the Albuterol price has to drop before he can order it.

FOLLOW UP:

Make an appointment with the King Soopers headquarters and lower their price. Go to him to order both the Albuterol and Cromolyn.

ACCOUNT CALL RECORD

Go to Data Entry

TERR:

17

ACCOUNT NAME:

Kmart Pharmacy

DATE:

01/06/94

CITY

Salt Lake City

STATE

UT

KEY PEOPLE SEEN (NAME):

1 Mike Katsonis

(TITLE):

Pharmacy Manager

2

3

4

RECAP OF VISIT:

Whitmire

Said that he ordered both the Albuterol and Cromolyn but haven't sold anything. They Charge back reports do not show any activity.

FOLLOW UP:

Continue reinforcing the increase profit margin and cost savings to his customers.

ACCOUNT CALL RECORD

Go to Date Entry

TERR:

17

ACCOUNT NAME:

Fred Meyer Drug Store

DATE:

01/06/95

CITY

Salt Lake City

STATE

UT

KEY PEOPLE SEEN (NAME):

1 Marc Harward

(TITLE):

Pharmacy Manager

2

3

4

RECAP OF VISIT:

Bergen

Have not seen a request for the Albuterol Oral Solution. He primarily moves the MDI's over the oral solution. Agreed to keep us in mind if he gets a request.

FOLLOW UP:

Reinforce the benefits and cost savings to his customers. Also point out the profit margin increase.

ACCOUNT CALL RECORD

Go to Data Entry

TERR:

17

ACCOUNT NAME:

Osco Drug

DATE:

01/20/95

CITY

Phoenix

STATE

AZ

KEY PEOPLE SEEN (NAME):

1 Valerie Walker

(TITLE):

Staff Pharmacies

2

3

4

RECAP OF VISIT:

ADS/Berger

Purchased a box of Albuterol UD's back in October for a customer and another one in December. Did not want to stock the product until she started seeing more requests. She does have the Cromolyn in stock and some Saline.

FOLLOW UP:

Get her to stock the Albuterol and show her how she can increase her profit margin and generate more sales.

ACCOUNT CALL RECORD

Go to Data Entry

TERR:

17

ACCOUNT NAME:

Safeway Pharmacy

DATE:

01/18/95

CITY

Tucson

STATE

AZ

KEY PEOPLE SEEN (NAME):

1 Tracy Rich

(TITLE):

Pharmacy Manager

2

3

4

RECAP OF VISIT:

McKesson

Do not normally stock and UD Albuterol but have had customers inquiring about the cost. Said that she sold a few boxes last month. Will consider stocking the Albuterol and Cromolyn and let her customers know that it's available.

FOLLOW UP:

Check to see if she placed any additional orders for our products. Reinforce the increase profit margin and also volume with her Medicaid customers.

ACCOUNT CALL RECORD

Go to Data Entry

TERR:

17

ACCOUNT NAME:

Safeway Pharmacy

DATE:

01/24/95

CITY

Denver

STATE

CO

KEY PEOPLE SEEN (NAME):

1 Carol Bible

(TITLE):

Pharmacy Manager

2

3

4

RECAP OF VISIT:

McKesson

Agreed to use our UD Albuterol but have not had any request for it. Explained that she can increase her profit margin by using our UD Albuterol. Asked that if the doctor writes for Albuterol and did not check the substitution box then switch them to our UD Albuterol.

FOLLOW UP:

Reinforce the benefits of the use of our UD Albuterol and ask for some business.

ACCOUNT CALL RECORD

Go to Data Entry

TERR:

17

ACCOUNT NAME:

King Soopers Pharmacy

DATE:

2-9-95

CITY

Greeley

STATE

CO

KEY PEOPLE SEEN (NAME):

1 Sherry mineic

(TITLE):

Pharmacy Manager

2

3

4

RECAP OF VISIT:

Warehouse/Payton

Ordered our Albuterol and Cromolyn but have not sold anything yet. Informed her that she needs to let her customer know that the product is available.

FOLLOW UP:

Reinforce the increase profit margin using our UD Albuterol.

ACCOUNT CALL RECORD

Go to Data Entry

TERR:

17

ACCOUNT NAME:

Albertsons Pharmacy

DATE:

3/1/95

CITY

Tucson

STATE

AZ

KEY PEOPLE SEEN (NAME):

1 Victor Provencio

(TITLE):

Pharmacy Mgr

2

3

4

RECAP OF VISIT:

Warehouse/Bergen

Do not have our UD Albuterol in stock and he is dispensing more MD vs. UD. Present the Albuterol price profit comparison and he was impressed. They have Copley in their computer and Dey listed in their order book.

FOLLOW UP:

Reinforce the profit margin using our UD Albuterol and make sure our Cromolyn is in stock.

ACCOUNT CALL RECORD**Go to Data Entry****TERR:**

17

ACCOUNT NAME:

Safeway Pharmacy

DATE:

3-7-95

CITY

Denver

STATE

CO

KEY PEOPLE SEEN (NAME):

1 Brenda Milton

(TITLE):

Pharmacy Mgr

2

3

4

RECAP OF VISIT:

McKesson

Presented the profit sheet on the MD and UD Albuterol. Explained that Dey UD Albuterol will soon be the number one generic to be used in all Safeway stores. She was surprised about the profit difference between the UD and MD. She said that she would switch once she gets the word from her HQ's to use our Albuterol as the number one generic.

FOLLOW UP:

Reinforce the profit margin increase using Dey Albuterol and convenience for her customers.

ACCOUNT CALL RECORD

Go to Data Entry

TERR:

17

ACCOUNT NAME:

Smiths Food & Drug Stores

DATE:

3/17/95

CITY

Albuquerque

STATE

NM

KEY PEOPLE SEEN (NAME):

1 Carol Wells

(TITLE):

Staff Pharmacist

2

3

4

RECAP OF VISIT:

Warehouse/McKesson

Presented the profit sheet and she said that she will pass it on to the manager. Have a few boxes of Albuterol & Cromolyn

FOLLOW UP:

Make sure the manager received and acted upon the profit sheet.

ACCOUNT CALL RECORD

Go to Data Entry

TERR:

17

ACCOUNT NAME:

Wal-Mart Pharmacy

DATE:

3/15/95

CITY

Santa Fe

STATE

NM

KEY PEOPLE SEEN (NAME):

1 Diana Moya

(TITLE):

Pharmacy Mgr.

2

3

4

RECAP OF VISIT:

Warehouse/McKesson

They are paid a profit if they order from their warehouse. This is there incentive to use the warehouse. She is using McKesson to order our UD Albuterol and making no money. Presented the MD/UD profit sheet. Said she will start using the profit sheet to order our Albuterol from her warehouse.

FOLLOW UP:

Reinforce the increase profit sheet and profit from the warehouse.

Exhibit 5

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

In re: PHARMACEUTICAL INDUSTRY)	
AVERAGE WHOLESALE PRICE)	
LITIGATION)	
_____)	
THIS DOCUMENT RELATES TO:)	
)	MDL No. 1456
<i>United States of America ex rel. Ven-a-</i>)	Civil Action No. 01-12257-PBS
<i>Care of the Florida Keys, Inc., et al. v.</i>)	
<i>Dey, Inc., et al., Civil Action No. 05-</i>)	Hon. Patti B. Saris
11084-PBS)	

ORDER

IT IS ORDERED that, in accordance with Federal Rule of Civil Procedure 30(a)(2)(B), and upon the consent of the Colorado Department of Corrections: (1) the Warden of the Kit Carson Correctional Center, 49777 County Road V, Burlington, Colorado 80807, shall produce inmate Michael T. Rick, Department of Corrections No. 128060, for the taking of Mr. Ricks' deposition on November 20, 2008 at 9:00 a.m. MST, at a place designated by the Warden; and (2) that inmate Michael T. Ricks, appear at such place as designated by the Warden and provide deposition testimony pursuant to Fed. R. Civ. P. 30.

IT IS SO ORDERED,

This ____ day of _____, 2008.

UNITED STATES MAGISTRATE JUDGE